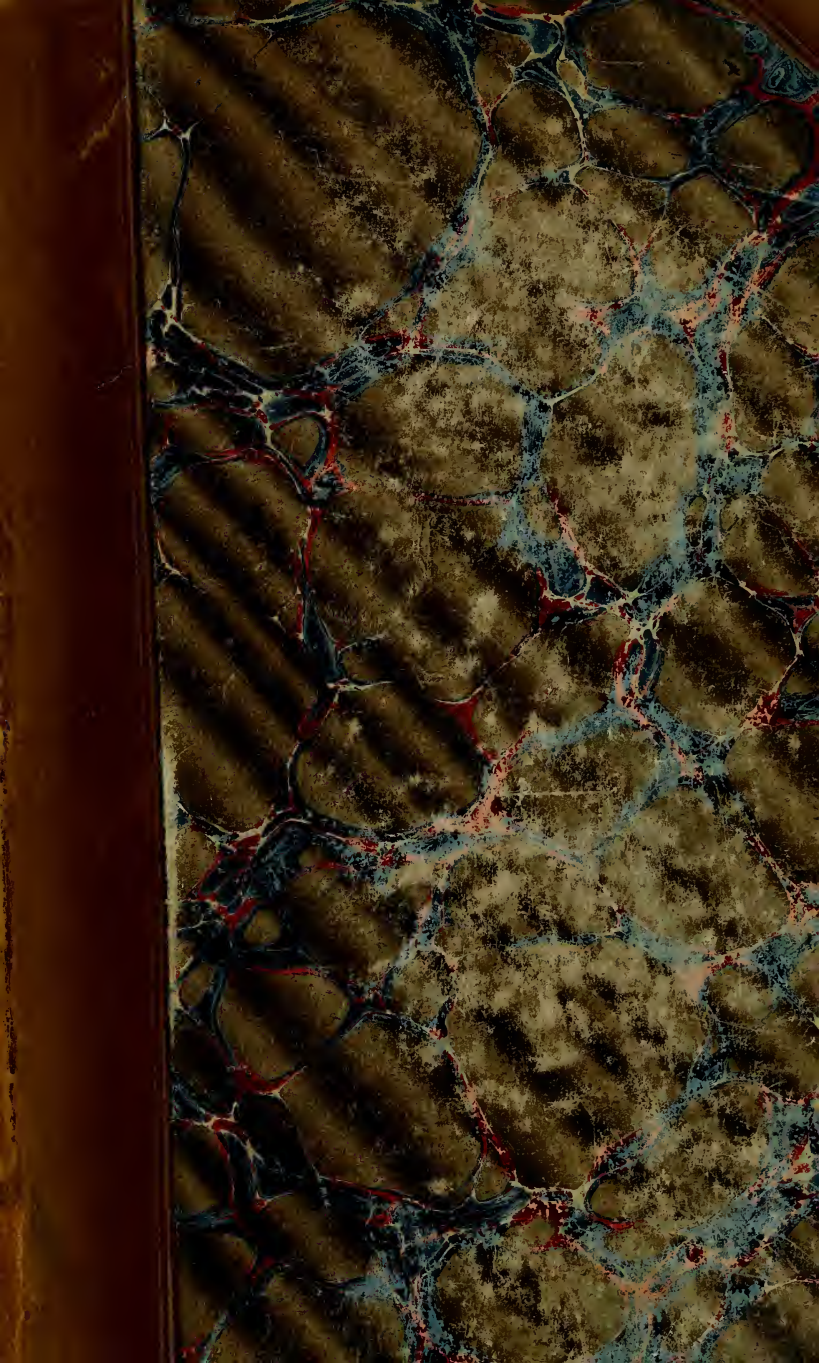

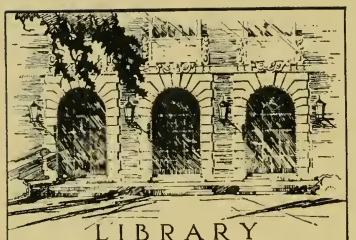

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15

Revised Version of the New Testament.

A LETTER

To the Chancellor, Masters and Scholars, of the University of Oxford.

84, Queen's Road, Finsbury Park,
London, N., *November*, 1881.

My Lords and Gentlemen,

I regret to be under the necessity of troubling you on a subject, which to many of those whom I address, will be, at least in its commercial aspect, foreign to their ordinary considerations. Still, as it is one that touches the honour of the Corporation you represent, I feel sure you will give to it the attention it deserves. It affects you as Publishers (jointly wlth the University of Cambridge,) of the "Revised Version of the New Testament."

In the Prospectus and Advertisements issued, (I print one of these Advertisements in fac simile,) the date of publication was stated to be the *17th of May*. In the case of a volume of such universal interest the day of issue was properly fixed and intimated early. Being fixed, on authority so eminent, it was naturally accepted as final.

Assuming this, I (on March 30th,) placed orders on behalf of my clients THE OTAGO BIBLE, TRACT AND BOOK SOCIETY, DUNEDIN, NEW ZEALAND, at the Warehouse of each University. The parcels were delivered to me, and were shipped by the earliest steamers which left this country after May 17th.

I expected in due course to learn that my clients had received their copies as soon as their neighbours ; but to my astonishment I had the mortification of receiving the following communication from the Manager of the Society :—

DUNEDIN, *July* 15*th*, 1881.

"I have had a bitter disappointment in the matter of "the Revised New Testament. Every bookseller in town has "them ex "Cuzco," which sailed about May 11th, except our- "selves. One bookseller disposed of over 1000 retail, so he "says, yesterday; and only by paying 20 °/₀ over published "retail price have I been able to procure a few as a special "favour. They will all have sold out their first consignments "before ours arrive, and with this heavy stock coming. Mr. "——— of Melbourne,* has been able to receive, and forward "on by same Intercolonial steamer which brought the "Cuzco" "supplies, and Messrs. ——— of London * have sent to their "clients their first supplies also. How you failed to do so "seems strange."

Writing again, on August 12th, he says :—

"The Testaments are going off slowly. Our colpor- "teurs are out with them, travelling the country towns, and "I am tempting the Trade at prices that one feels sore to offer "them."

To any bookseller, failure to have copies of such a volume in due course would have been a grave misfortune; but as you may judge from the title of my clients Society, this book fell very specially within their province. They had accordingly

* I do not Print the names of these Houses but they are known at your Warehouse.

made every exertion to promote its sale, and had a large subscription list. They ordered, for earliest possible shipment, upwards of £400 worth, but before any copies reached them, their neighbours had had the benefit of the first excitement, and a full fortnight's run of the demand. The stock shipped by me thus fell into their hands when the public interest had comparatively ceased. Their money loss is very considerable, but the disappointment of their customers affixes a stigma to my clients which years may not efface.

It has been explained to me that copies were sent in advance to America by *both* Universities, to secure simultaneous publication on May 17th. This was clearly necessary to prevent your being forestalled there by reprints. But in the Australasian Colonies you were fully protected by the British Copyright law against any invasion of your property. To the appointment of an Agent for these Colonies I make no objection, and I would gladly have handed my order to him had I been informed of your wish thus to transact your Colonial business. But my clients say that a London House also was able to despatch copies in advance of the advertised date of publication.

I annex the correspondence which I have had with the "Warehouses" of both Universities, from which it appears:

1. That Cambridge University adhered to the advertised date of publication,
2. That the injury of which I complain resulted from an order suddenly issued to your warehouse on May 7th, [*vide* Mr. Frowde's letter, September 7th,] and that the delivery of copies under this order was in violation, not only of your advertisement, but also of the agreement with your partners the University of Cambridge.

The plea put forward on your behalf that "no assurance was given respecting simultaneous shipment to the Colonies," if finally indorsed by you, would leave Colonial Traders in a very unsatisfactory position. Not less than Home Booksellers, they expect to be treated with justice; but if orders are to be *selected* for early delivery they will naturally look for an authoritative exposition of the principle of selection. As practically illustrated, the principle in question seems to have covered delivery not only to a Colonial Agent but to a London house, and indicates a very undesirable possibility of bargaining for an early supply. In view of the Volumes yet to be issued it seems very important that the Trade should clearly understand their position.

It is with reluctance that I bring this matter under your notice but I trust I have said enough to found a claim on your serious consideration, and I doubt not you will see that justice is done to my clients for the loss they have sustained.

The question involved is I consider one of more than merely private interest. But I am quite prepared to abide the issue of a reference of the whole matter to the decision of any practical authorities connected with the publishing trade who may be agreed on.

I have the honor to be,

My Lords and Gentlemen,

Your most obedient servant,

J. P. COPLAND,

Agent for the Otago Bible, Tract & Book Society, Dunedin, and other Colonial Houses.

The Rare Book & Manuscript Library UIUC

APPENDIX.

I.

Advertisement by the Universities.

CAMBRIDGE & OXFORD EDITIONS
OF THE REVISED VERSION
OF THE NEW TESTAMENT
WILL BE PUBLISHED
ON THE 17TH OF MAY
THE REVISED VERSION OF
THE NEW TESTAMENT
IS THE JOINT PROPERTY OF
THE UNIVERSITIES OF
CAMBRIDGE & OXFORD,
THE VARIOUS EDITIONS OF
THE REVISED VERSION
PUBLISHED by the UNIVERSITIES of
CAMBRIDGE AND OXFORD

ARE ALL ALIKE.
THE TYPE IS THE SAME.
THE PRICE IS THE SAME
THE STYLE IS THE SAME.
PARALLEL COLUMN EDITIONS
OF THE AUTHORISED VERSION
AND THE REVISED VERSION
OF THE NEW TESTAMENT
ARE IN PREPARATION.
CAMBRIDGE & OXFORD EDITIONS
OF THE REVISED VERSION
ARE SOLD EVERYWHERE
BY ALL BOOKSELLERS.

II.

Correspondence with Cambridge Warehouse and Agents.

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(1) *Letter to Messrs. W. Collins, Sons & Co.*

LONDON, *September 1st*, 1881.

Gentlemen,

On March 30th, I gave on behalf of the Otago Bible, Tract and Book Society, Dunedin, an order for Revised New Testament to the Cambridge Warehouse. This order was by them eventually handed to you as agents for New Zealand business.

Before the date of publication I called on you to learn whether any anticipation of the date would be allowed for copies for export, but was not surprised to be informed by you that May 17th was the earliest day for delivery to anyone.

In these circumstances my clients justly write of their "bitter disappointment" that their neighbours had copies by the steamer "Cuzco," which sailed hence on May 11th. You will readily appreciate the commercial disadvantage to which they have been put by this apparent contravention of the contract implied in the prospectus issued by the Universities.

Be good enough to inform me whether you or the University, for whom you act, issued copies before the date named in the prospectus.

Waiting your reply.

I am,

Yours faithfully,

J. P. COPLAND.

TO MESSRS. W. COLLINS, SONS & CO.

(2) *Messrs. Collins, Sons & Co.'s Reply.*

LONDON, *September 3rd*, 1881.

Dear Sir,

In reply to yours of 1st inst. respecting Revised New Testament, we have communicated with the Cambridge Bible Warehouse and enclose you their reply. We certainly did not make any shipment of Testaments to New Zealand or Australia before yours were despatched, and if the Oxford people did so it is entirely contrary to their agreement with the Cambridge. It is certainly very unfortunate that the Oxford people should have acted so, and Cambridge have promised to look into the matter.

We are, yours faithfully,

For W. COLLINS, SONS & Co., (Limited.)

(*Signed*) WM. PENMAN. DIRECTOR.

To J. P. COPLAND, ESQ.

(3) *Memorandum from Cambridge Warehouse to Messrs. W. Collins, Sons & Co.*

Memorandum from
THE CAMBRIDGE WAREHOUSE,
17, PATERNOSTER ROW, E.C.
MR. R. C. LEWIS, Manager.

London, September 3rd, 1881.
To
MESSRS. W. COLLINS, SONS & CO.,
BRIDEWELL PLACE, LONDON, E.C.

Dear Sirs,

In reply to your enquiry respecting the shipment of "Revised Testament," we beg to say that the 17th May was the date agreed upon for the shipment, and if any were shipped on the 11th May it was contrary to agreement,

Yours faithfully,

(*Signed*) R. C. LEWIS.

III.

Correspondence with Oxford University Press Warehouse.

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(1) *Letter to Mr. H. Frowde.*

LONDON, *September 1st*, 1881.

Dear Sir,

I am advised by my clients the Otago Bible, Tract and Book Society, Dunedin, (whose order I placed in your hands on March 30th 1881), that, to their "bitter disappointment" and, of course, great commercial damage, copies had reached their neighbours by the "Cuzco" which sailed from this country on May 11th.

The prospectus issued by the University publishers intimated that copies would not be supplied before May 17th, and I naturally accepted this as the day of publication.

Copies have, of course, been delivered earlier, to the serious damage of my clients, and I shall be glad to learn whether the University you represent has done this.

Merely as a matter of precaution, I did call on you to enquire whether copies for export could be had in advance, but was not at all disappointed to be informed by you personally that no exception would be made.

Waiting your reply.

I am, yours faithfully,

J. P. COPLAND.

TO MR. H. FROWDE, PATERNOSTER ROW.

(2) *Mr. Frowde's Reply.*

7, PATERNOSTER ROW, LONDON
September 7th, 1881.

Dear Sir,

In reply to yours of the 1st inst., I exceedingly regret the inconvenience to which your client has been put.

The University Press Warehouses were called upon to publish the Revised Version in accordance with rules laid down for their guidance by the governing bodies of the two Universities. May 17th was fixed for the day of publication,

and it was ruled that each press should have one *special* (not *exclusive)* agent in Australia and one in Canada. Up to Saturday, May 7th, neither of the Warehouses had any intimation that these Colonial Agents were to be supplied before the 17th, but on that day we received instructions to ship their supplies forthwith, but we were stlll prohibited from letting any copies go forth in England.

It was a matter over which I had no control. I am sorry it should have happened, and trust you will not allow it to shake your confidence in our attention to your commands. Orders for the revised version are now executed on the day received.

Believe me to be
Yours faithfully,
(*Signed,*) HENRY FROWDE.

To Mr. J. P. Copland.

(3) *Letter to Mr. Frowde.*

London, *September* 9th, 1881.

Dear Sir,

Yours of 7th inst. is satisfactory so far as it seems to acknowledge the gravity of my complaint.

The matter is however one so serious, both for my clients and myself, in reputation and commercial loss, that I must pursue it to the end. In your letter you say that you had no control over the supplies sent to Australia. I shall therefore feel obliged if you will give me the name of the persons or body in authority at Oxford University on whom I must fall back.

The Cambridge authorities appointed Messrs. Collins and Co., their agents for New Zealand, but they at once intimated this to me. They did not however send any copies to Australia before the day of publication.

My clients name ——— of Melbourne, and ——— of London, as having sent supplies to New Zealand, which must have been *delivered in England* in time for the "Cuzco," which sailed on May 11th. Were these parties both special

agents for the Oxford University? If they were, and as such were to have a supply in advance, you should have handed my order to them, as the Cambridge Warehouse did to their agents.

I have asked my clients to make and send me an estimate of the money loss to them so far as they can state it, but this matter will come up subsequently.

Meantime waiting your reply on the points noted above.

I am, yours faithfully,

J. P. COPLAND.

To Mr. H. Frowde.

(4) *Letter to Mr. Frowde.*

London, *September* 15*th*, 1881.

Dear Sir,

I am disappointed that you have not replied to my letter of 9th instant.

I should have been pleased to get from you the names of the Authorities of Oxford University who directly controlled the publication, as this would save me, in the meantime, from troubling any person or department not immediately concerned.

The reply of the Cambridge Warehouse seems to exonerate them, and they say "if any were shipped on the 11th May it was contrary to agreement." The responsibility for Copies sent by the steamer of May 11th seems therefore to rest with you or the University you represent; and your experience as a publisher would, I doubt not, enable you to forsee that such a difficulty as that in which it is the misfortune of my clients and myself to be involved, would be the inevitable result of any House getting a precedence in supply.

Should I not hear from you by Monday I shall understand that you decline to furnish the information I ask, and must then act as best I can in the circumstances.

I am, yours faithfully,

J. P. COPLAND.

To Mr. Henry Frowde, Paternoster Row.

(5) *Mr. Frowde's Reply.*

LONDON, *September 16th*, 1881.

Dear Sir,

In explaining to you some of the difficulties that attended the publication of the Revised Version, I had no idea of shirking responsibility, and if you consider that you have a grievance, I am the proper person to whom you should direct your complaint.

But I beg to remind you that when your order was accepted, no assurance was given respecting simultaneous shipment to the Colonies.

Believe me,

Yours faithfully,

(*Signed*) HENRY FROWDE.

To MR. J. P. COPLAND.

(6) *Letter to Mr. Frowde.*

LONDON. *September 17th*, 1881.

Dear Sir,

Yours of 16th inst. appears to me altogether inconsistent with yours of 9th inst. on the question of "responsibility." This matter however I do not go into further at present.

The "grievance" is a very weighty one, as I think my first letter plainly indicates. Be good enough to refer again to that letter, and let me know by *return of post* if you have any proposals to make as to compensating my clients for their serious loss in money and reputation.

Waiting this reply,

I am, yours faithfully,

J. P. COPLAND.

To MR. HENRY FROWDE.

(7) *Letter to Mr. Frowde.*

LONDON, *September 23rd*, 1881.

Dear Sir,

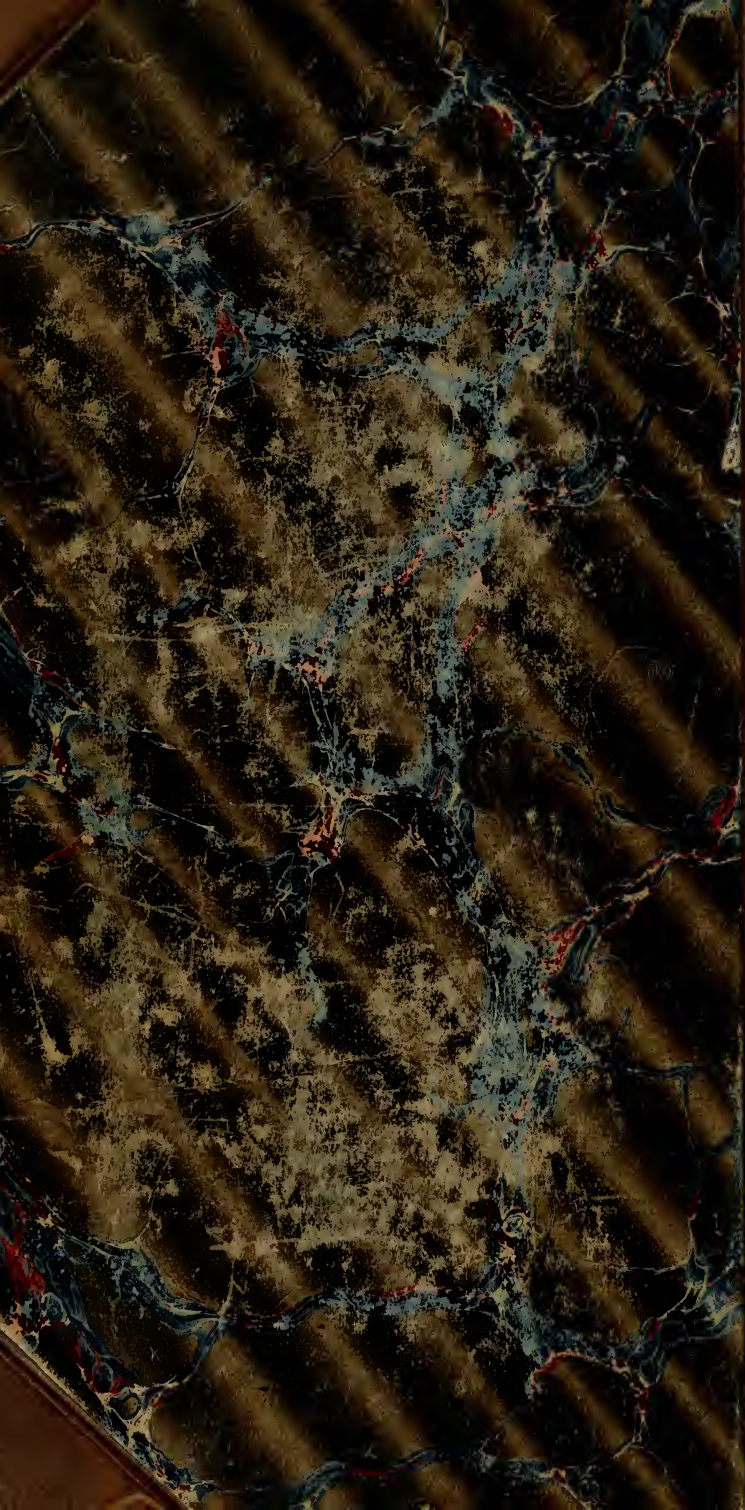
Having received no reply to my letter of 17th inst., I am advising my friends in Dunedin, by to-days mail, that my correspondence with you has not had any satisfactory result.

In your letter of Sept. 9th, you seemed to repudiate all PERSONAL responsibility for the despatch of copies before the day named in the prospectus and advertisements issued by the Universities. But in yours of Sept. 16th you say you are the person to whom any complaint should be directed. I would very gladly have been saved the necessity of further prosecuting the matter, by your making proposals that might be expected even to alleviate the damage sustained by my clients.

I must now however lay my case and this correspondence before the Authorities of the University of Oxford, and shall look to them for redress,

I am,

Yours faithfully,

J. P. COPLAND.

TO MR. H. FROWDE.